

State of Delaware

Emergency Standby Materials & Services

Request for Proposal

Contract No. GSS-MU-08-565-RP

August 4, 2008

**- Deadline to Respond -
Tue., Sept. 9, 2008
1:00 p.m. EDT**

Date: August 4, 2008

CONTRACT NO. GSS-MU-08-565-RP

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for **EMERGENCY STANDBY MATERIALS AND SERVICES**. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS-MU-08-565-RP

- I. Introduction
 - II. Format For Proposal
 - III. Scope of Work
 - IV. Proposal Evaluation Procedures
 - V. Mandatory Pre-Bid Meeting
 - VI. Definitions and General Provisions
 - VII. Proposal Reply Section
 - a. No Proposal Reply Form
 - b. Non-Collusion Statement
 - c. Attachment 1 – Exceptions
 - d. Attachment 2 – Company Profile and Capabilities
 - e. Attachment 3 – Confidentiality and Proprietary Information
- Appendix A - Section I - Point of Distribution (POD) Requirements
Section II – Community Shelter Requirements
Section III – Other Material, Supply and Equipment Requirements
- Appendix B – Pricing Form Tabs 1, 2 and 3
- Appendix C - Office of Minority and Women Business Enterprise Certification Application

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by Tue., Sept. 9, 2008, 1:00 p.m. EDT to be considered.

Proposals must be mailed to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Roxann Parker at 302-857-4555 or email Roxann.parker@state.de.us

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

I. **INTRODUCTION:**

A. **PURPOSE:**

The purpose of this Request for Proposal is to obtain sealed proposals to establish Emergency Standby Material and Services, indefinite delivery contract(s), which can be activated only in the preparation for, or the result of emergencies or disasters, through competitive negotiations with qualified Vendors. The intent of any awarded contract is to provide additional commodity, material and human resource assistance, including but not limited to personal assistance, as necessary when not available locally. The Delaware Emergency Management Agency, and the Delaware Emergency Operations Center, along with various other state and local agencies may require supplemental assistance to support and operate Points of Distribution (PODs), and Community Shelters located through out the State. This Request for Proposal includes three (3) sections:

Section I: Requirements for food, equipment, materials and human resources, including but not limited to personal assistance, to establish and operate Points of Distribution (POD) to support the displaced general population. The requirements are based on supporting a daily population of 5,000, 10,000 and 20,000 per day, including but not limited to non-typical members of the population.

Section II: Requirements to support the general, medical needs, unattended children, and companion animal populations within designated community shelters.

Section III: Additional commodities, equipment, including accessible transportation, or human resources required to support an event. Vendors are asked to list other resources not included in the Request for Proposal, with applicable pricing, they believe would be necessary to support the Points of Distribution and Community Shelters.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement Emergency Standby Material & Services as stated above in the event one or more State Agencies, counties, or municipalities require supplemental resources once local resources have been exhausted.

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct Oral or written discussions with Vendors concerning technical and price aspects of their proposals;
- Afford Vendors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover supplemental Emergency Standby Materials and Services requirements for the State of Delaware that includes the Department of Safety and Homeland Security, Delaware Emergency Management Agency, Department of Health and Social Services, Department of

Children, Youth and Their Families, Department of Agriculture, Department of Transportation, the Delaware National Guard, along with other various local agencies, having either direct, or oversight responsibilities to insure prompt and adequate response and support is provided to displaced personnel prior to, during, and after a natural, or man-made disaster or emergency. The scope of the event could be local or statewide. Specifically, these agencies must insure the timely activation, operation and management of Points of Distribution (PODs) and Community Shelters to insure the displaced population receives food, water and other commodities necessary to ease the results of an event. This contract is accessible to any other State Agency, School District, Political Subdivision, or Volunteer Fire Company that has a need.

3. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals. **This is an indefinite use or contingency contract and shall be used only when other existing statewide contracts can not meet the State's needs, or other local resources have been exhausted in response to local or statewide emergencies or disasters.**

4. **MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 *Del.C.* §6926.

5. **CONTRACT PERIOD:**

Each Vendor's contract shall be valid for a three (3) year period from November 1, 2008 through October 31, 2011. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and the Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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II. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE:

Vendors proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

D. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal

E. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

F. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

One (1) hard copy of the Proposal marked "Master Copy" must be submitted in a sealed package clearly marked with the name of the Vendor and labeled Emergency Standby Materials and Services, Contract #GSS-MU-08-565-RP. The hard copy must have an original signature in all locations requiring a Vendor signature. In addition, nine (9) additional copies of the proposal must be submitted on CD and include the pricing in Appendix B, Tabs 1, 2 and 3.

G. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, an addendum will be posted on the State of Delaware's website at www.gss.omb.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents. Potential Vendors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in their Proposal.

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H. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

I. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

J. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals if the best interest of the State will be served by doing

K. EXCEPTIONS:

Vendors may elect to take minor exception to the terms and conditions of this RFP by completing Attachment 1. The Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, Attachment 1 should be completed by indicating "none" on the form.

L. BUSINESS REFERENCES:

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

M. DOCUMENT(S) EXECUTION:

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal. The awarded vendor(s) will be presented with the contract form for signature. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services. The awarded vendor(s) shall submit their W-9 with the executed contract form.

N. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Vendor(s) is to begin any work prior to official notification from the State of Delaware Emergency Management Agency, or other using agency requesting materials or service.

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O. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal.

P. CONFIDENTIALITY:

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 3 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 3 should be completed by indicated "none" on the form.

Q. ATTACHMENTS:

Appendix B, Tabs one (1), two (2) & three (3)-(Must be submitted as part of proposal)
Attachment 1-Exceptions to Specifications-(Must be submitted as part of proposal)
Attachment 2-Company Profile & Capabilities-(Must be submitted as part of proposal)
Attachment 3-Confidentiality and Proprietary Information-(Must be submitted as part of proposal)

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III SCOPE OF WORK:

A. OVERVIEW:

The Vendor(s) shall provide all equipment, materials and labor, including but not limited to personal assistance, to supplement the State of Delaware's need for Emergency Standby Material & Services as described herein. The contract will require the Vendor(s) to partner with and cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and services.

B. BACKGROUND:

The State of Delaware works closely with Federal Agencies such as the Federal Emergency Management Agency (FEMA) and local Government Emergency Managers to insure comprehensive, efficient and effective response plans and procedures are in place to support natural or man-made emergencies and disasters that could occur either locally or statewide.

C. STATEMENT OF NEEDS:

The State of Delaware has a requirement for an Emergency Response Vendor(s) that can provide the necessary personnel, commodities, and equipment resources to provide supplemental support for existing State of Delaware disaster and emergency response plans. The Vendor(s) must have the capability to deploy a wide range of emergency response and recovery resources to support local or statewide events. The scope of required services could include resource procurement, shipping and logistics management, shelter management, shelter security, transportation services, including accessible transportation, project management, personnel procurement, including but not limited to personal assistance and development of caregiver pools, and personnel that have the appropriate NIMS/ICS training in accordance with the NIMS five-year training plan in effect at the time they are deployed under the terms of the contract. The NIMS five-year training plan can be reviewed at www.fema.gov/library/viewRecord.do?id=2962. Other material and equipment resources may include power and light resources, diesel fuel, propane fuel, communications support, a non-intrusive tracking system that will track people from place to place, mass care and temporary housing, sanitation infrastructure, heavy equipment, supplemental water and food, mass contamination, and Emergency Operations Center augmentation. The State is looking for a Vendor(s) that can respond to any of the following events; Hurricanes, Earthquakes, Tornadoes, Floods, Wildfires, Oil Spills, Ice Storms, Hazardous Materials Incidents, Terrorist Attacks, Weapons of Mass Destruction, Disease-carrying vector control, Biological and Viral Threats, Fires/Explosions or any other man-made or natural disaster.

D. DETAILED REQUIREMENTS:

The requirements of this RFP are stated in Appendix A, Sections one (1) through three (3) and made a part of the contract. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B, Tabs one (1), (2) two and three (3).

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E. KEY RFP DATES/MILESTONES:

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Mon. August 4, 2008
Mandatory Pre-bid Conference	Thurs. August 21, 2008 10:00 a.m.
Written Questions Due NLT	Mon. August 25, 2008 4:00 p.m.
Written Answers Due/Posted to Website NLT	Thurs. August 28, 2008
Proposals Due NLT	Tue. Sept. 9, 2008 1:00 p.m. EDT
Public Proposal Opening	Tue. Sept. 9, 2008 1:00 p.m. EDT
Proposal Evaluation/Presentations as required	Wed. Sept.24, 2008
Vendor Best & Final Discussions, as required	Wed. Oct. 1, 2008
Vendor Selection	Tue. Oct. 7, 2008

F. INQUIRIES & QUESTIONS:

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by Monday, August 25, 2008, 4:00 p.m. EDT. All questions will be answered in writing by Thurs., August 28, 2008 and posted on Government Support Services website, www.gss.omb.delaware.gov . All questions must make specific reference to the section (s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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IV. PROPOSAL EVALUATION PROCEDURES

A. BASIS OF AWARD:

Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal. The award will be made on basis of price, scope and breadth of materials/equipment and human resources, and prior history of service and capability.

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

B. PROPOSAL EVALUATION COMMITTEE:

A Proposal Evaluation Committee with expertise in procurement, contract management, budgeting, and technical operations will comprise the Committee.

C. REQUIREMENTS OF THE VENDOR:

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Brief history of the organization, including accreditation status, if applicable.
- Description of your specific plan that covers the methods, and procedures used to identify and transport the required materials and human resources needed based on the nature and scope of the event to include ICS personnel availability.
- Specific examples as to when and where you have provided similar material and services support in response to an event.
- List all available resources you have to meet any given event listed in the Statement of Needs.
- Provide a list of all locations where equipment and materials are located and identified for deployment to any location in the State of Delaware.
- Describe your plan for mobilizing the required backup resources and maintenance support at the event location (s) to include Emergency Operation Center Assistance.
- Describe your specific procedures for maintaining accountability of all equipment, supplies and human resources delivered to the event location.
- Provide pricing for those items listed in Appendix B, Tabs one (1), two (2) and three (3).

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C. **REQUIREMENTS OF THE VENDOR (continued):**

- At least three references are required.
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.

D. **CRITERIA AND SCORING:**

	EVALUATION CRITERIA		
		PERCENT	POINTS
1.	Methodology/Approach used to respond to a declared emergency along with actual response times.	15	45
2.	Demonstrated experience in providing equipment/services of comparable specifications and scope.	15	45
3.	Scope and breadth of materials/equipment and human resources available for response.	25	75
4.	The provider's location relative to the location of required services.	10	30
5.	Resources and response times for after deployment maintenance support.	20	60
6.	Commodity and supply logistical control and accountability procedures.	10	30
7.	The price proposal/pricing structure or Total Proposed Cost.	5	15
.	TOTAL SCORE	100%	300

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

V. **MANDATORY PREBID MEETING:**

A mandatory pre-bid meeting has been scheduled for Thurs., August 21, 2008, 10:00 a.m. EDT at Government Support Services, 100 Enterprise Place, Suite 4, Dover, DE in the Blue Hen Conference Room. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

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VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. **DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for the acceptable performance of the work for which they have contracted.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to them.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

BOND: The approved form of security furnished by the Vendors and their surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

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B. GENERAL PROVISIONS

1. PROPOSAL FORMS:

The Request for Proposal shall contain pre-printed forms for use by the vendor in submitting their proposal. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

2. INTERPRETATION OF ESTIMATES:

a. The attention of Vendors is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

3. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. EXAMINATION OF SPECIFICATIONS AND PROVISIONS:

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy themselves as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

5. PREPARATION OF PROPOSAL:

a. The Vendor's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, Vendor shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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6. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

7. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

8. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

9. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

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OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904**

All proposals will be accepted at the time and place set in the advertisement. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

10. **WITHDRAWAL OF PROPOSALS:**

A Vendor may withdraw their proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

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12. PUBLIC INSPECTION OF PROPOSALS:

If the Vendor designates a portion of its bid as confidential, it shall isolate and identify in writing on the form provided in this RFP the confidential portions. The Vendor shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

13. DISQUALIFICATION OF VENDORS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

14. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

15. LAWS TO BE OBSERVED:

The Vendor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by themselves or by their employees.

16. PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at their own expense.

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17. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

18. **EMERGENCY TERMINATION OF CONTRACT:**

a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

19. **TAX EXEMPTION:**

a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take their exemption into account in calculating the bid for their work.

20. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

21. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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22. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

23. **PRICES:**

Prices and/or rates shall remain firm for the initial three (3) year term of the contract, unless further negotiations are deemed necessary by the State. Vendors are encouraged to use Federal Emergency Management Agency (FEMA) per item cost guidelines at www.fema.gov/government/grant/pa/eqrates.shtm when determining pricing.

The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

24. **MOST FAVORED CUSTOMER:**

The Vendor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered, they must also apply to the subject contract.

25. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract beyond the initial three-year period, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

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26. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

27. **QUANTITIES:**

The attention of Vendors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Required quantities may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

28. **FUNDING OUT:**

The continuation of this contract is contingent upon funding from federal grants, by the State legislature or local governmental entity sources.

29. **BID BOND REQUIREMENT:**

Bid Bond Waived.

30. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

31. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

 - b. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

STATE OF DELAWARE
Office of Management and Budget
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4. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Contracting
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904**

Note: The State of Delaware shall not be named as an additional insured.

32. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful Vendor shall either furnish the Department of Safety and Homeland Security, Delaware Emergency Management Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

33. **HOLD HARMLESS:**

The Vendor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Vendor, its employees, and invitees on or about the premises and which arise out of the Vendor's performance, or failure to perform as specified in the Agreement.

34. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

35. **VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Vendors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

STATE OF DELAWARE
Office of Management and Budget
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36. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A report shall be furnished by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within thirty (30) days from the date of completion of all contract requirements pertaining to an event. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

The report shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code.

State of Delaware
Monthly Usage Report

STATE OF DELAWARE							
		MONTHLY USAGE REPORT					
Contract Name:		Contract Number:					Report Start Date:
Supplier Name:							Report End Date:
Contact Phone:							Today's Date:
Agency Name or School District	Division or Name of School	Budget Code	Item Description	Contract Item Number	Quantity	Cost Each	Total Cost

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Insert Information. It shall contain the six-digit department and organization code for each agency and school district

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37. **ORDERING PROCEDURE:**

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. The Vendor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the agency's option, without imposing any additional fees, costs or conditions.

38. **BILLING:**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

39. **PAYMENT:**

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The Vendor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

40. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

41. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for non performance of work.

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42. **VENDOR RESPONSIBILITY:**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

43. **VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

44. **ENERGY STAR PRODUCTS:**

If applicable, the Vendor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

45. **PERSONNEL:**

- a. The Vendor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under their direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State.

46. **MINIMUM WAGE RATES:**

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

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Office of Management and Budget
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47. METHOD OF PAYMENT:

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

48. TERMINATION OF P.O.'s:

- a. Termination for Cause If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

49. TERMINATION OF CONTRACT:

- a. Termination for Cause - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner their obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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49. **TERMINATION OF CONTRACT-continued:**

b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

50. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order.

51. **INTEREST OF VENDOR:**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

52. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

53. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

54. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

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55. TESTING AND INSPECTION:

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

56. COVENANT AGAINST CONTINGENT FEES:

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

57. GRATUITIES:

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

58. AFFIRMATION:

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

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Government Support Services

59. AUDIT ACCESS TO RECORDS:

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

60. REMEDIES:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

61. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the parties.

62. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

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Office of Management and Budget
Government Support Services

63. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

64. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

65. ASSIGNMENT:

This contract shall not be assigned except by express written consent from the Department of Safety and Homeland Security, Delaware Emergency Management Agency of the State of Delaware.

66. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated December 2006, or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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67. VENDOR EXERCISE/ ACTUAL EVENT PARTICIPATION:

The awarded Vendor(s) will in most cases, provide a person(s) to be at, and assist the State of Delaware Emergency Operations Center, or any one of the other three (3) county EOC's and the City of Wilmington's EOC at no charge to the State or other entity until the contract is activated. At that point, the person(s) become billable to the applicable agency. The Vendor must provide the person (s) title, along with hourly, daily and monthly rates in **Appendix B, tab 2** once an EOC has been activated in response to an actual event. The State of Delaware and any other local governmental entity also encourage the awarded Vendor(s), at no cost to the State or other entity, to participate in local or statewide exercises conducted during the term of this contract.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS:

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY:

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S):

The contract(s) with the successful Vendor(s) will be executed with the Government Support Services acting for all participating governmental entities.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

7. **INFORMATION REQUIREMENT:**

The successful Vendor's shall be required to advise and provide the Government Support Services, of the gross costs associated with this contract.

8. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS-MU-08-565-RP

EMERGENCY STANDBY MATERIALS & SERVICES

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Department of Safety and Homeland Security by Tue. Sept. 9, 2008 1:00 p.m. EDT, at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for Thurs., Aug. 21, 2008 10:00 a.m., EDT in the Blue Hen Conference Room at Government Support Services, 100 Enterprise Place, Suite 4, Dover, DE. **This is a mandatory meeting.** If a Vendor does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

Proposals must be mailed to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904

NO PROPOSAL REPLY FORM

CONTRACT #GSS-MU-08-565-RP CONTRACT TITLE: EMERGENCY STANDBY MATERIALS & SERVICES

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

1.	We do not wish to participate in the proposal process.
2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
3.	We do not feel we can be competitive.
4.	We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
5.	We do not wish to sell to the State. Our objections are:
6.	We do not sell the items/services on which Proposals are requested.
7.	Other: _____

FIRM NAME	SIGNATURE
-----------	-----------

We wish to remain on the Vendor's List for these goods or services.
We wish to be deleted from the Vendor's List for these goods or services.

CONTRACT NO.: GSS-MU-08-565-RP
TITLE: EMERGENCY STANDBY MATERIALS & SERVICES
OPENING DATE: Tue. Sept. 9, 2008 1:00 p.m. EDT

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the State of Delaware, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter their organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 1

CONTRACT NO. GSS-MU-08-565-RP
EMERGENCY STANDBY MATERIALS & SERVICES
 PROPOSAL REPLY SECTION

Proposals must include all exceptions to the specifications contained in this RFP. Failure to provide any exception could result in the proposal being considered non-responsive. If the vendor is submitting the proposal without exceptions, please state so below.

[illegible]

Note: use additional pages as necessary.

Attachment 2

CONTRACT NO. GSS-MU-08-565-RP
EMERGENCY STANDBY MATERIALS & SERVICES
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities when responding to an emergency or disaster as listed in the Statement of Needs on page 8. Any non-response to any question may result in the deduction of points from your overall score.

1.	How many years has your company been in operation?

2.	What is your company's main line of business?

3.	How many full time employees does your company have? How many on-call employees does your company have to respond to emergencies/disasters?

Attachment 2-continued

CONTRACT NO. GSS-MU-08-565-RP
EMERGENCY STANDBY MATERIALS & SERVICES
PROPOSAL REPLY SECTION

4.	What is your operational site coverage specific to the State of Delaware? What other states in the area/region do you have similar contracts/agreements with?

5.	Do you have prepositioned materials/equipment? What are their locations, types and quantities?

Attachment 2-continued

CONTRACT NO. GSS-MU-08-565-RP
EMERGENCY STANDBY MATERIALS & SERVICES
PROPOSAL REPLY SECTION

6.	Describe your plan in terms of specific methods and procedures used to identify and deploy the necessary resources to the location based on the nature and scope of the event. Also include the numbers of ICS trained personnel by discipline, and their response/inplace times.

Attachment 2-continued

CONTRACT NO. GSS-MU-08-565-RP
EMERGENCY STANDBY MATERIALS & SERVICES
PROPOSAL REPLY SECTION

7.	Please list specific examples of when, where and the nature of the event(s), you have provided material and services support.

Attachment 2-continued

CONTRACT NO. GSS-MU-08-565-RP
EMERGENCY STANDBY MATERIALS & SERVICES
PROPOSAL REPLY SECTION

8.	Describe your plan for mobilizing backup resources to provide maintenance support for the equipment deployed to the event location along with response times.

Note: Add additional pages as needed.

Attachment 3

CONTRACT NO. GSS-MU-08-565-RP
EMERGENCY STANDBY MATERIALS & SERVICES
 PROPOSAL REPLY SECTION

[illegible]

Note: Add additional pages as needed.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

**APPENDIX A
SCOPE OF WORK**

SECTION I

POINT OF DISTRIBUTION (POD) REQUIREMENTS

The Delaware National Guard, in coordination with and support from other State Agencies, has the overall responsibility for the operation and management of Points of Distribution (PODs) that would be established to support a displaced population. PODs are designed with the flexibility to support a population of 5,000, 10,000 or 20,000 per day, including but limited to non-typical members of the population, and can be established to operate for short or long periods of time. Vendors are asked to provide the applicable purchase, or hourly, daily, or monthly rental price for each equipment and manpower resources, including but not limited to personal assistance and the development of caregiver pools, listed in each POD configuration in the following pages. Also, since total requirements would be driven by the nature, scope and duration of the event, Vendors are asked to provide tiered pricing for water, ice, Meals-Ready-To-Eat (MRE's), Heater Meals and Tarps listed in **Appendix B, Tab 2**. The Vendor must also provide pricing for the resources required to support type I, II, and III Points of Distribution in **Appendix B Tab 3**. The Vendor is also encouraged to list any additional resources they believe would aid in the support and operation of these PODs and include the unit pricing for them as part of **Section 3** to their proposal.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

**APPENDIX A
SCOPE OF WORK**

SECTION I-(CONTINUED)

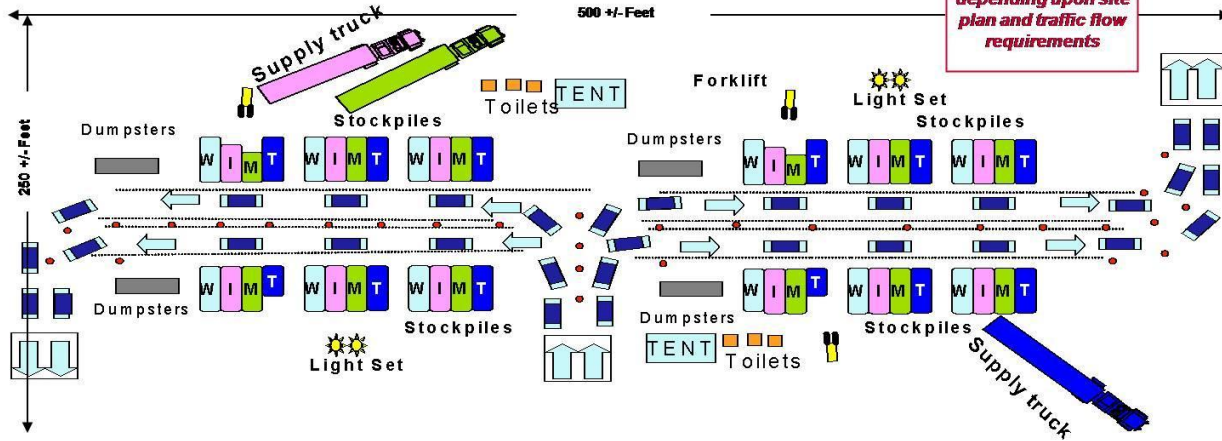
COMMODITY POINT OF DISTRIBUTION (POD) LOCATIONS

	SITE LOCATION	ADDRESS
	New Castle County	
1.	Frawley Stadium	801 S. Madison St. Wilmington, DE 19801
2.	Baynard Stadium	1021 W. 18 th St. Wilmington, DE 19802
3.	Rockford Park	2800 W 19 th St. Wilmington, DE 19806
4.	Goodstay Center	2600-2800 Pennsylvania Ave. Wilmington DE 19806
5.	Home Depot	601 Naaman's Rd. Claymont DE 19703
6.	NCC Airport	Route 13 New Castle DE 19720
7.	Burris Foods	1000 Centerpoint Blvd. New Castle, DE 19720
8.	Summit Airport	4200 Summit Bridge Road, Middletown, DE 19709
	Kent County	
9.	Blue Hen Corp. Ctr.	655 S. Bay Rd. Dover, DE 19901
10.	Dover Downs	1131 N. DuPont Hwy. Dover, DE 19901
11.	DE State Fairgrounds	901 William M. Chambers, Jr. Rd. Harrington, DE 19952
12.	Milford High School	1019 N. Walnut St. Milford, DE 19963
13.	Clayton Industrial Park	Clayton, DE 19938
	Sussex County	
14.	Wal Mart	Route 13, 751 N. DuPont Hwy. Seaford, DE 19973
15.	Wal Mart	Route 113, 939 N. DuPont Hwy. Milford, DE 19963
16.	Wal Mart	Route 1, 18922 Rehoboth Beach Blvd., Rehoboth Beach, DE, 19971
17.	Home Depot	1212 Route 1, Rehoboth Beach, DE 19971
18.	Lowes	20364 Plantations Rd. Lewes, DE 19958

Section I – (CONTINUED)

TYPE I - DISTRIBUTION POINT

Serves 20,000 persons per day
560 vehicles per hour



Note: Individual vehicles drive through and Ice & water is loaded into their trunks. Recommend One case water, 2 or 3 bags of ice per vehicle and 6 MRE's.

Supply trucks for Ice, Water, MRE's and Tarps are to be off-loaded promptly and returned for re-supply.

Maximum Loads per Day – Type I

Water	4
Ice	4
MRE	2
Tarp	2

Type I Distribution Point Resources Required

Type I Distribution Point					
Manpower				Equipment	
Type		Day	Night	Type	Number
Local Responsibility	Manager	1	0	Forklifts	3
	Team Leader	2	1	Pallet Jacks	3
	Forklift Operator	2	3	Power Light Sets	2
	Labor	57	4	Toilets	6
	Loading Point	36		Tents	2
	Back-up Loading PT	18		Dumpsters	4
	Pallet Jacks Labor	3		Traffic Cones	30
	Totals	70	9	Two-way radios	4
Others	Law Enforcement	4	1		
	Community Rel.	4	0		
Grand Total		78	10		

Serves 10,000 persons per day
280 vehicles per hour

Note: Individual vehicles drive through and ice & water is loaded into their trunks. Recommend One case water, 2 or 3 bags of ice per vehicle and 6 MRE's

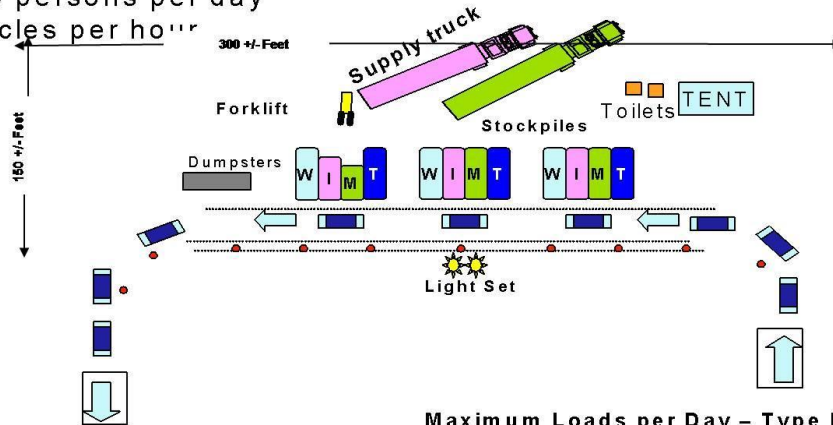
Supply trucks for Ice, Water, MRE's and Tarps are to be off-loaded promptly and returned for re-supply.

Type II Distribution Point						
Manpower				Equipment		
Type		Day	Night	Type	Number	
Local Responsibility	Team Leader		1	0	Forklifts	2
	Forklift Operator		1	2	Pallet Jacks	2
	Labor		28	3	Power Light Sets	1
	Loading PT	18			Toilets	4
	Back-up Loading PT	9			Tents	2
	Pallet Jacks Labor	1			Dumpsters	2
	Totals				30	5
Others	Law Enforcement		2	1	Two-way radios	0
	Community Rel.		2	0		
Grand Total			34	6		

TYPE III - DISTRIBUTION POINT

Serves 5,000 persons per day
140 vehicles per hour

45,000 Square Feet
depending upon site
plan and traffic flow
requirements



Maximum Loads per Day – Type III

Water	1
Ice	1
MRE	1/2
Tarp	1/2

Note: Individual vehicles drive through and ice & water is loaded into their trunks. Recommend One case water, 2 or 3 bags of ice per vehicle and 6 MRE's

Supply trucks for Ice, Water, MRE's and Tarps are to be off-loaded promptly and returned for re-supply.

Type III Distribution Point Resources Required

Type III Distribution Point					
Manpower				Equipment	
Type		Day	Night	Type	Number
Local Responsibility	Forklift Operator	1	1	Forklifts	1
	Labor	15	2	Pallet Jacks	1
	Loading PT	9		Power Light Sets	1
	Back-up Loading PT	5		Toilets	2
	Pallet Jacks Labor	1		Tents	1
	Totals	16	3	Dumpsters	1
Others	Law Enforcement	2	1	Traffic Cones	10
	Community Rel.	1	0	Two-way radios	0
Grand Total		19	4		

State of Delaware
Office of Management and Budget
Government Support Services

**APPENDIX A
SCOPE OF WORK**

SECTION II

COMMUNITY SHELTER REQUIREMENTS

The American Red Cross, the Department of Health and Social Services, The Department of Children, Youth and Their Families, and the Department of Agriculture all share responsibility in the operation and management of community shelters, in coordination with and support from other state and local agencies. Specifically, the American Red Cross manages the displaced general population within certain shelters. The Department of Health and Social Services is responsible for any displaced Medical Needs Personnel while the Department of Youth and Their families assume the responsibility for any Unattended Children Population. Additionally, the Department of Agriculture is tasked to provide shelter and support for displaced companion animals. The shelter concept for the State of Delaware calls for designated space for each displaced category listed above. The concept also designates five (5) existing companion animal shelters also listed in this RFP. Appendix B, Tab one (1) to the RFP lists the equipment and supplies required to support these four (4) populations. Vendors are asked to provide unit pricing for those items listed in Appendix B, Tabs one (1) and two (2) to support these shelter population categories. Vendors are also encouraged to provide unit pricing for any additional resources they believe would aid in the support of these shelters and include them as part of **Attachment 3** of their proposal.

**APPENDIX A
SCOPE OF WORK**

SECTION II – (CONTINUED)

COMMUNITY SHELTERS/ ADDRESSES

	SHELTER	LOCATION/ADDRESS	CAPACITY
	City of Wilmington		
1.	Salesianum School	1801 N. Broom St. Wilmington DE 19802	420
2.	Tower Hill School (multiple buildings)	2813 West 17 th St. Wilmington, DE 19806	293
3.	Howard High School	401 E. 12 th Street Wilmington, DE 19801	480
	New Castle County		
4.	Mount Pleasant High School	5201 Washington Blvd. Wilmington, DE 19809	967
5.	William Penn High School	713 E. Basin Rd. New Castle, DE 19720	1866
6.	Middletown High School	120 Silver Lake Rd. Middletown, DE 19709	500
7.	Glasgow High School	1901 S. College Ave. Newark, DE 19702	991
8.	Dickinson High School	1801 Milltown Rd. Wilmington, DE 19808	709
9.	Christ the Teacher Catholic School	2451 Frazer Road, Newark, DE 19702	Unknown*
10.	Bob Carpenter Center	631 S. College Ave. Newark, DE 19716	3613
11.	Wilmington University	320 Dupont Hwy., New Castle, DE 19720	Unknown*
12.	St. Georges Vo Tech High School	555 Hyatt's Corner Rd. Middletown, DE 19709	Unknown*
	Kent County		
13.	Smyrna High School	500 Duck Creek Pkwy. Smyrna, DE 19977	480
14.	Smyrna Middle School	700 Duck Creek Pkwy. Smyrna, DE 19977	Unknown*
15.	John Bassett Moore Middle School	22 S. Main St. Smyrna, DE 19977	433
16.	Dover High School	1 Pat Lynn Drive, Dover, De 19904	540
17.	Banneker Elementary School	449 North St. Milford, DE 19963	583
18.	Milford High School	1019 N. Walnut St. Milford, DE 19963	1666
19.	Lake Forest High School	5407 Killen's Pond Rd. Felton, DE 19943	400
	Sussex County		
20.	Georgetown Middle School	26026 Patriot's way, Georgetown, DE 19947	333
21.	Sussex Central High School	301 West Market St. Georgetown, DE 19947	640
22.	Indian River High school	29772 Armory Rd. Dagsboro, DE 19939	426
23.	Beacon Middle School	19483 John J. Williams Hwy. Lewes, DE 19958	133
24.	Phyllis Wheatley Middle School	48 Church St. Bridgeville, DE 19933	Unknown*
25.	Woodbridge High School	307 Laws St. Bridgeville, DE 19933	390
26.	Sussex Vo-Tech	17099 County Seat Hwy. Georgetown, DE 19947	250
27.	Milford Middle School	612 Lakeview Ave., Milford, DE 19963	621

***These shelters have been identified, but not surveyed for capacities.**

State of Delaware
Office of Management and Budget
Government Support Services

**APPENDIX A
SCOPE OF WORK
SECTION II – (CONTINUED)**

The Department of Agriculture, along with support from, and coordination with other state and local agencies has the primary responsibility for the sheltering and care of companion animals as a result of natural or made-made disasters or emergencies. The existing companion and large animal shelters, along with their locations, are listed below. The concept calls for other animal shelters to be co-located in one or more community shelters along with the displaced human population categories. The requirements to support companion animals are included in the Excel Spreadsheet, Appendix B, Tabs one (1) and two (2) of this RFP. Vendors are also asked to provide a list with applicable unit purchase or rental pricing for any additional resources they feel would aid in supporting these companion animal shelters and include them as part of Tab 3 to the proposal.

EXISTING COMPANION ANIMAL SHELTER LOCATIONS

	SITE LOCATION	ADDRESS
	New Castle County	
1.	Delaware SPCA	Rte. 7, Stanton, DE
2.	Delaware Humane Association	701 A St. Wilmington, DE 19801
	Kent County	
3.	Kent County SPCA	32 Shelter Circle, Camden, DE 19934
	Sussex County	
4.	Delaware SPCA	22918 DuPont Blvd. Georgetown, DE 19947

LARGE ANIMAL SHELTER LOCATIONS

	SITE LOCATION	ADDRESS
5.	Delaware State Fair Grounds	901 William M. Chambers, Jr. Rd. Harrington, DE 19952

State of Delaware
Office of Management and Budget
Government Support Services

**APPENDIX A
SCOPE OF WORK**

SECTION III

OTHER MATERIAL, SUPPLY, EQUIPMENT AND HUMAN RESOURCES REQUIREMENTS.

It is impossible to predict the scope and type of event that may occur. Different events require different responses, in terms of equipment and personnel. A few obvious resource examples would be portable generators, HAVC equipment, heavy equipment such as dozers or tractors, general purpose and/or specialized vehicles, including handicap accessible vehicles, communication equipment that may include a non-intrusive tracking system to track people from place to place, specialty supplies and tools, diesel fuel, propane fuel, or personnel, including but limited to personal assistants and the development of caregiver pools, trained for a particular response. In this section, Vendors are asked to provide a list of additional resources not already addressed in the Request for Proposal that they believe, based on past experience and knowledge, would be required, or would aid in response to any emergency or disaster listed in the Statement of Needs. Any additional resources listed must include applicable unit purchase or rental pricing and included as part of **Attachment 3** to the proposal.



APPENDIX C

State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
 - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
 - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
 - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
 - If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
 - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	Sole Prop	Part/ LLP	Corp/ S-Corp	LLC	OMWBE Use
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments		Yes			
Minutes of the last annual shareholders meeting		Yes			
By-laws and By-law Amendments		Yes			
Copy of most recent Stock Ledger		Yes			
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women
Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
(Please reference above definitions)
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions."
(Please reference above definitions)

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own Vendors list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
Office of Women and Minority Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.
Incomplete applications will not be processed.**

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)				
Legal Name of Firm:				
Doing Business As (If applicable):				
Federal E.IN or SSN:		E-Mail Address:		
Address line 1:				
Address line 2:				
City		State	Zip Code	Country
Telephone Number:		Extension:	Fax Number:	
Company Web Site Address:				
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP** <input type="checkbox"/>
Sole Proprietor <input type="checkbox"/>				
Joint Venture <input type="checkbox"/>				
Date firm was established?				
Date firm began doing business (date of first contract or sale)				
* Limited Liability Corporation				
** Limited Liability Partnership				

2. Primary owner applicant information				
Name:		Title:		
Home Address:		City:	State:	Zip Code: Country:
Telephone Number:		Extension:	Fax Number:	
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:		
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes				

3. Firm is applying as:			
Minority Business Enterprise		Women Business Enterprise	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.

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5. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.census.gov/naics)

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

6. Type of Business		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.

Name	Title	Date Appointed	Gender	Ethnicity
Officers of the Company				
Board of Directors				

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) ☐ No ☐ Yes

10. Please list the gross receipts of last two years

(A) Year Ending:	Gross Receipts:
(B) Year Ending:	Gross Receipts:

11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:		Contact:
Phone:	Fax:	Email:
Address:		
Accountant:		Contact:
Phone:	Fax:	Email:
Address:		
Bank:		Contact:
Phone:	Fax:	
Address:		

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below)

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.		
1. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
2. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
3. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

17. Debarment

Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? ☐ No; ☐ Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19. How did you hear about the Office of Minority and Women Business Enterprise:

- | | |
|--|---|
| <input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization | <input type="checkbox"/> OMWBE staff at a trade show or expo |
| <input type="checkbox"/> OMWBE's web site | <input type="checkbox"/> Materials published by OMWBE |
| <input type="checkbox"/> Referred by another organization | <input type="checkbox"/> Referred by the owner of an MBE or WBE |
| <input type="checkbox"/> Delaware state employee | <input type="checkbox"/> Other, please explain briefly: |

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? \$ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of
_____ a.d.

Month, Year

Signed _____

NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____

Notary Seal

